

REMARKS

This application, as amended herein, contains claims 1 - 5, and 7 - 16. Claims 6 and 17 have been canceled. The recitations of canceled claim 6 have been included in claim 1, from which claim 6 depended. The recitations of claim 17 have been included in claim 10, from which claim 17 depended.

Entry of this amendment under the provisions of 37 C.F.R. 1.116 is respectfully requested. This amendment merely brings the recitation of dependent claims into the independent claims from which they depended. Thus, no new issues are presented, and no new search should be required.

Claims 1 - 17 were rejected under 35 U.S.C. 102(e) as being anticipated by Oliver et al. The rejection is respectfully traversed.

Claim 1, which now includes the recitations of canceled claim 6, specifically recites the portal checking the new content, and the portal accepting or rejecting the new content. The Examiner has provided almost no rationale for the rejection of claim 6, referring to claim 6 only in the paragraph rejecting claim 7. In the paragraph rejecting claim 7, the Examiner refers to paragraph 0162 of Oliver et al. This paragraph of Oliver et al., reproduced below, states:

[0162] This section describes the TVS applications programming interface (API). This interface is

written in the C programming language for wide applicability to most Web servers written in C, C++, or Objective C. Using this interface, programmers do not have to interact with the TVS wire protocol, or with the details of the internal data structures. Since Clickshare is still in its early development, this interface insulates programmers from the many changes that will occur in the low-level design. The TVS API was developed and written for the Unix(tm) operating system. The API uses widely-available and well-documented Unix(tm) features and functionality, such as Berkeley-type sockets. Clickshare intends that TVS be made available first in the Unix(tm) environment, but does not preclude porting the client API to other operating environments (notably, Microsoft Windows NT).

This paragraph of Oliver et al., which merely discusses programming and programming languages, has nothing whatsoever to do with the subject matter of either claim 6 or claim 7. Thus, there is effectively no rejection of claim 6 or claim 7. In view of this lack of a reason for rejection, especially with regard to claim 1, as amended herein, it is respectfully requested that the Examiner withdraw the rejection of claims 1 and of claim 7, which depends from claim 1.

In summary, in Oliver et al., there is absolutely no teaching or suggestion of accepting or rejecting new content from an existing (previously accepted) provider. In Oliver et al., once a provided is part of the system, there is no teaching of any restriction on the content that provider can provide. Thus claim 1, as amended herein, is patentably distinguishable from the teachings of Oliver et al., and it is requested that the Examiner allow claim 1.

As further noted with respect to claim 1, in Applicant's previous Amendment, Applicants' invention, as set forth in claim 1, is directed to a method for operating a computer system comprising having at least one content provider for providing content to a user coupled via a portal which may also be coupled to a user; said at least one content provider offering a new content to the portal; the portal comparing credentials of said at least one content provider with stored credentials of registered content providers; and the portal accepting or rejecting at least a particular provider included in said at least one content provider based on said stored credentials.

Oliver et al. does not teach or suggest at least one content provider offering a new content to the portal, and the portal accepting or rejecting at least a particular provider included in said at least one content provider based on stored credentials. In this regard the Examiner has referred to paragraphs 0133, 0031 and 0120 of Oliver et al. However, these paragraphs of Oliver et al. merely deal with, at most, verification associated the user, and not the content provider which provides new content for possible use by a user. The abstract of Oliver et al, and paragraphs 0118 and 0110, also referred to by the Examiner, add nothing of significance here. In fact, Oliver actually teaches away from Applicants' invention because 1) Oliver et al. is dealing with users and not content providers; and 2) Oliver et al. states that there is no requirement that a user register with a particular web site (paragraph 0031). In sharp contrast to Oliver et al., Applicants' invention, as set forth in claim 1, provides the ability to accept or

reject a particular content provider and new content of an existing provider, based on stored credentials. Oliver et al. does not teach or suggest Applicants' invention as set forth in claim 1.

Independent claim 10, by including the recitations of claim 17, has been amended in a manner analogous to independent claim 1. The Examiner, in the rejection of claim 17, refers to paragraphs 0037, 0074, 0133 and 0120. These paragraphs, which have nothing whatsoever to do with the subject matter of claim 17, now included in claim 10, are set forth verbatim below:

[0037] BILLING AGENTS/SERVICE PROVIDERS-- Consumers have preexisting, ongoing credit relationships with billing agents or service providers who agree to become Clickshare Service Providers. In exchange for a negotiated share of the "Clickstream" revenue from information sales, or for other consideration, these service providers assume responsibility for servicing and billing consumer or enterprise end users and for authenticating the user at the start of a Clickshare/TVS session. Examples include: Internet Service Providers, newspapers, specialized publishers, online services, telephone companies, cable and utility companies, credit-card issuing banks, health-care providers, retailers, other consumer-credit entities, network or other service providers and other enterprises.

[0074] UNIVERSAL ACCESS--Publishers who seek to charge users on a subscription basis by definition exclude the vast majority of potential users who would buy a portion of the web site's offerings on a "per-click" basis. Clickshare, uniquely, offers the opportunity to "have it both ways." Just as conventional newspaper and magazine publishers have subscribers and single-

copy sales, the Clickshare publisher can have subscribers, but also vend information to visiting Clickshare users "by the click." In the proprietary online world (West, Lexis-Nexis, Compuserve, Knight-Ridder-Dialog) this has not been technically feasible because of the lack of a universal public network, such as the Internet, that takes care of site access. Clickshare provides the vicarious billing relationship.

[0133] This service logs user transactions occurring at all Clickshare Service Providers sites, in real time. The major component of this service is the Logging Facility--a large database storing all transaction records for production billing. This facility can be operated behind a firewall, due to the design of the Facility interface server.

[0120] TVS introduces the notion of a "session" into the World Wide Web. Once a user is authenticated by his "home" Publishing Member, that Publishing Member provides user profile information to its TVS server, which returns an authentication token that is valid for a restricted period of time. Once given this token, the user can access any TVS-enabled HTTP server for the duration of validity without reauthentication. This time period is the "session". The user may directly end his session prior to the pre-determined time-out, but is not required to do so. Further, upon time-out-out, Clickshare can return the user to his "home" Publishing Member for re-authentication transparently. Thus, sessions can be concatenated as well.

It is clear that in these paragraphs there is absolutely no teaching or suggestion of accepting or rejecting new content from an existing (previously accepted) provider. Thus claim 10, as amended herein, is patentably distinguishable from the teachings of Oliver et al., and it is requested that the Examiner allow claim 10.

The Examiner, in rejecting claim 10 refers to the same paragraphs of Oliver et al used to reject claim 1, but adds a reference to paragraph 0296 of Oliver et al. However, again paragraph 0296 of Oliver et al. merely deals with issues associated with the user. It says nothing whatsoever about content providers. It is thus respectfully submitted that claim 10 is also patentable over Oliver et al.

For the detailed reasons set forth above with respect to claim 1, it is submitted that claim 10 is also directed to patentable subject matter, and allowance of claim 1 is also requested.

Claim 2 recites offering credentials of the at least one content provider to the portal together with the new content. In rejecting claim 2, the Examiner refers to paragraph 0133 of Oliver et al. However, a reading of paragraph 0133 of Oliver et al. shows that it deals merely with a logging facility for logging transactions. It has nothing whatsoever to do with offering credentials of the at least one content provider to the portal together with the new content. Thus, it is submitted that claim 2 is also directed to patentable subject matter.

Claim 8 recites that the user is notified about the new content if the new content matches with preferences of the user. The examiner has based the rejection of claim 8 on paragraph 0122 of Oliver et al. While paragraph 0122 of Oliver et al does say that Publishing Members maintain a user profile, there is no teaching or suggestion that a

user is notified about new content if the new content matches with preferences of the user. Thus, it is respectfully submitted that claim 8 is also directed to patentable subject matter.

The remaining original claims depend from one of independent claims 1 or 10. These claims recite further elements, which in combination with the elements of the claim from which they depend, are not shown or suggested in the art of record. For the reasons set forth above with respect to claims 1 and 10 it is submitted that claims 3 - 5, 9, and 11 - 16 are also directed to patentable subject matter.

Conclusion

Applicants' invention permits the acceptance or rejection of new content providers and new content of previously accepted providers. There is nothing taught or suggested by Oliver et al. which permits such acceptance or rejection. Thus, it is respectfully submitted that Applicants' invention is patentably distinguishable from Oliver et al.

The attached Notice of Appeal is being filed to preserve pendency of this application and to give the Examiner time to consider this paper, which consideration is earnestly solicited. It is not intended to remove this application from the jurisdiction of the Examiner, unless or until an Appeal Brief is filed.

Applicants petition for an extension of time of three months for the filing of this paper. A check in the amount of \$1,320 to cover the fee for the three-month extension, and for the attached Notice of Appeal, is enclosed herewith.

Respectfully submitted,

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12/3/2004

Date